

Beth Hulse

From: Beth Hulse
Sent: Tuesday, February 17, 2015 9:21 AM
To: Scott Krein; _All
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Subject: Oconee County Council Meeting Cancelled

The Oconee County Council meeting scheduled for tonight, Tuesday, February 17, 2015 has been **cancelled** due to the winter weather event.

Beth Hulse

Clerk to Council

Oconee County

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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2014-33**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND ITT ENIDINE INC AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, ITT Enidine Inc. (also known to the County as Project Control), a company duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility for the purpose of the manufacturing natural gas vehicle components and products in which the minimum level of taxable investment is not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on December 16, 2014, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the Project is located in a joint county industrial and business park with Pickens County.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility for the manufacturing natural gas vehicle components and products, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project and the Fee Agreement give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this 17th day of February 2015

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: December 16, 2014
Second Reading: January 20, 2015
Public Hearing: February 17, 2015
Third Reading: February 17, 2015

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

ITT ENIDINE INC.

a Delaware corporation

Dated as of December 31, 2014

The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act, and provides copies of all such filings to the County.

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of December 31, 2014, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and ITT ENIDINE INC. (the "Company"), a company duly incorporated and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the cost benefit analysis required by Section 12-44-

40(H)(1)(c) demonstrates the benefits of the Project to the public are greater than the costs of the Project to the public.

Pursuant to an Inducement Agreement executed by the County on December 16, 2014 and by the Company on December 17, 2014 (referred to herein as the "Inducement Agreement") authorized by a resolution adopted by the County Council on December 16, 2014 (referred to herein as the "Inducement Resolution"), the Company has agreed to expand, acquire and equip by construction, purchase, lease-purchase, lease or otherwise a facility for the manufacturing of natural gas vehicle components and products (the "Facility") which is located in the County, which would consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial taxable investment of at least \$2,500,000 in qualifying Economic Development Property (hereinafter defined) in the County.

Pursuant to an Ordinance adopted on February 17, 2015 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to execute and deliver this Fee Agreement which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described

herein and shall not under any circumstances be deemed to constitute a general obligation of the County.

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Authorized Company Representative" shall mean any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

"Authorized County Representative" shall mean the Chairman of County Council, Administrator of the County or their designee as evidenced by a written certificate of the Chairman of County Council or the County Administrator (hereinafter defined).

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina.

"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended.

"Company" shall mean ITT ENIDINE, INC., a Delaware corporation duly qualified to transact business in the State.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Administrator" shall mean the Administrator of Oconee County, South Carolina.

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of real and/or tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in

connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures constitute Economic Development Property and thus become a part of the Project under this Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 5.6 of this Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land owned by, leased by or on behalf of the Company for the Project.

"Fee Agreement" shall mean this fee agreement.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

"Improvements" shall mean improvements to real property, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

"Inducement Agreement" shall mean the Inducement Agreement entered into between the County on December 16, 2014 and the Company on December 17, 2014 as authorized by the Inducement Resolution.

"Inducement Resolution" shall mean the resolution of the County Council adopted on December 16, 2014, authorizing the County to enter into the Inducement Agreement.

"Investment Period" shall mean the period commencing January 1, 2014 and ending on the last day of the fifth (5th) property tax year following the property tax year in which this Agreement is executed; or, the tenth (10th) property tax year following the property tax year in which this Agreement is executed if the County shall hereafter agree, pursuant to and in accordance with the Act, to extend the Investment Period.

"Park" shall mean the industrial and business park created by the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of an Industrial/Business Park for Oconee County and Pickens County in which the Economic Development Property is located, originally dated May 4, 1998 and as amended from time to time.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day thirty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2049, or December 31, 2054, if an extension of time in which to complete the Project is granted by the County at its discretion pursuant to Section 12-44-30(13) of the Act, as amended, but only if the County subsequently agrees to such an extension of

the Investment Period in writing, or an even later date if the Phase Termination Date is extended, in accordance with the terms hereof, with or without an extension of the Investment Period, but only if the County subsequently agrees to a maximum Phase Termination Date exceeding thirty years after each Phase of the Project becomes subject to the terms of this Fee Agreement and such agreement is approved by the county Council and reduced to writing.

"Project" shall mean such of the Equipment, Improvements, and/or Real Property located at the Facility, which constitutes eligible Economic Development Property under the Act and this Agreement and which is reported as such to the SC Department of Revenue on the appropriate forms.

"Real Property" shall mean the real property described in Exhibit A, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in

its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement of any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Sections 4.6, 4.7 or 4.8 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"Required Minimum Investment" shall mean that the Company shall be required to invest under and pursuant to the Fee Agreement not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) in qualifying, taxable investment in the Project by the end of the fifth (5th) year after the year of execution of the Fee Agreement and such investment will be maintained, without regard to depreciation, in accordance with the Act.

"State" shall mean the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act. The Authorized County Representative is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

(d) The benefits of the Project, based upon the representations of value by the Company and a cost benefit analysis performed by the Oconee County Economic Development Commission or the Oconee Economic Alliance exceed the costs of the Project to the County.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly incorporated and in good standing under the laws of the State of Delaware, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company organizational document or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a facility to be used for the manufacturing of natural gas vehicle components and products and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to expand or to locate the Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$2,500,000 in qualifying Economic Development Property in the County on or before December 31, 2019.

(f) The Company agrees to invest not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) in Economic Development Property (the "Required Minimum Investment") on or before December 31, 2019, and to maintain such investment, without regard to depreciation, in the Project from that point on until the end of the Term. Should such Required Minimum

Investment not be met, the Company will lose the benefit of the Fee Agreement, and the Project will revert to normal tax treatment, pursuant to Section 12-44-140(B) of the Act and Section 4.2 hereof. Failure to maintain the investment shall result in termination of this Agreement and its benefits prospectively, in accordance with Section 4.4 hereof.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Fee Agreement if it does not meet the Required Minimum Investment.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2019. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project.

Section 3.3. Filings

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, including an extension of the Investment Period if granted, the Company shall provide the Oconee County Auditor with a list of all Project property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Oconee County Auditor copies of all annual filings made with the Department with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement to be filed with the Oconee County Auditor, Oconee County Assessor and the Department within thirty (30) days after the date of execution and delivery hereof.

(d) The Company shall be responsible to the County (i) for filing annual tax reports to the South Carolina Department of Revenue, (ii) for computing the fee in lieu of tax owed to the County by the Economic Development Property and (iii) for paying the fee in lieu of tax and any other amounts due hereunder to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-

50(A)(1) of the Act, and to meet the Required Minimum Investment, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2019, or up to December 31, 2024, if an extension of time to complete the Project is subsequently granted by the County in its discretion pursuant to Section 12-44-30(13) of the Act, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.

Step 3: Multiply the taxable values, from Step 2, by the cumulative, combined millage rate in effect for the Project site on June 30, 2014, which the parties believe to be 215.0 mils (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the thirty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad

valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Failure to Make Required Minimum Investment. Notwithstanding any other provision of this Agreement to the contrary, in the event that investment (within the meaning of the Act) in the Project has not exceeded \$2,500,000 in non-exempt (subject to the fee) investment, as required under Section 12-44-30 (13) of the Act by December 31, 2019, then, unless otherwise agreed to by the County, beginning with the payment due in 2020, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that

would have been payable to the County with respect to the Project through and including 2020 using the calculations described in this Section, over, (ii) the total amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2020. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided under State law for non-payment of ad valorem taxes.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act or any successor provision, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with

respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, always, however, and notwithstanding any other provision of this Agreement, that if at any time subsequent to December 31, 2019, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than \$2,500,000 in taxable (fee-in-lieu of tax) investment then, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make

payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.6 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.4, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.7 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may

commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, and subject to Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope

of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

ARTICLE V

MISCELLANEOUS

Section 5.1 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided: however, the Company may merge with, or be acquired by, another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 5.2 Indemnification Covenants; Fees and Expenses of County.

(a) The Company shall and agrees to indemnify and save the County, its members, employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding.

(b) The Company further agrees to pay all reasonable and necessary expenses incurred by the County with respect to the preparation and delivery, and administration of this Agreement, including but not limited to attorneys fees and expenses.

Section 5.3 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers or neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who

would gather, receive or review such information or conduct or review the results of any inspections. Notwithstanding the above, the Company agrees:

- (i) to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall permit ready identification of the components of the Project;
- (ii) confirm the dates on which each portions of the Project are placed in service; and
- (iii) include copies of all filings made by the Company with the Oconee County Auditor or the Department with respect to property placed in service as part of the Project.

Section 5.4 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 5.5 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

- (a) Failure by the Company to pay any other amounts due hereunder or to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or
- (b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section

5.5 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

(c) The Company shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or answer or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of either of the Company or of the Project, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due.

Section 5.6 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the South

Carolina Code) relating to the enforced collection of ad valorem taxes to collect any payments in lieu of taxes due hereunder.

Section 5.7 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 5.8 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all reasonable expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 5.9 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 5.10 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

AS TO THE COMPANY: ITT ENIDINE INC.
105 Commerce Way
Westminster, South Carolina 29693

WITH A COPY TO: J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601
Attention: J. Wesley Crum III, Esquire

Section 5.11 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or

the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.12 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.13 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.14 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.15 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.16 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.17 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum

benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.18 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.19 Force Majeure. Except with respect to the timely payment of all fee in lieu of tax payments to the County hereunder and to the extent recognized by the Act, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

ITT ENDINE INC.

By: _____
Its:

EXHIBIT A
LAND DESCRIPTION

105 Commerce Way
Westminster, SC 29693

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee containing 7.41 acres, more or less, fronting S.C. Highway 11, as shown and more fully described on plat thereof prepared by Richard Bruce Cook II, PLS No. 17219, of Precision Land Surveying, Inc. dated February 4, 2002, and recorded in the Office of the RMC for Oconee County, SC in Plat Book A862 at page 2.

Tax Map 251-00-04-007

Cost/Benefit Analysis
Project Control
Oconee County

Project Data

New Building (Construction)	\$	1,000,000
Existing Building	\$	-
Land Cost	\$	-
Equipment (Less Pollution Cor	\$	4,000,000
Employees		0
Avg. Hourly Wage	\$	-
Avg. Salary	\$	-
Total Direct Payroll	\$	-

Project Multipliers

Income		1.37
Investment -- Construction		1.33
Investment -- Machinery		0.20

Employment Impacts

Employment -- Direct		0
<u>Employment -- Indirect</u>		<u>0</u>
Total Employment Impact		0

Net Costs	Year 1	20-Year NPV
Local	\$ 9,957	\$ 142,375
<u>Total State & Local Costs</u>	<u>\$ 9,957</u>	<u>\$ 142,375</u>

Local	\$ 57,601	\$ 355,550
Local Economy	\$ 2,760,000	\$ 2,591,549
<u>Total Local Benefits</u>	<u>\$ 2,817,601</u>	<u>\$ 2,947,099</u>

	Year 1	20-Year NPV
Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ 9,282	\$ 137,395
MCP Split	\$ 676	\$ 4,979
Special Source	\$ -	\$ -
Gov't Services	\$ -	\$ -
Education Costs	\$ -	\$ -
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 9,957	\$ 142,375
Local Government Benefits		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 67,559	\$ 497,924
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ -	\$ -
Single Family - (Rental)	\$ -	\$ -
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ -	\$ -
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
Total Value of Benefits	\$ 67,559	\$ 497,924
Net Local Benefits	\$ 57,601	\$ 355,550
Local Benefit/Cost Ratio	6:1	2:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 2,760,000	\$ 2,591,549

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-05**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND GREENFIELD INDUSTRIES, INC., TO INCLUDE THE ADDITION OF TDC GREENFIELD PROPERTIES LLC, AS A CO-SPONSOR, AMENDING THE AMENDED FEE AGREEMENT DATED AS OF OCTOBER 1, 2013; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") to cause to be acquired properties (which such properties constitute "projects" as defined in the Act) and to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes (the "FILOT") through a FILOT agreement (the "Fee Agreement") pursuant to the Act through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to an Oconee County ordinance dated September 17, 2013, the County Council authorized the execution by the County of an Amended Fee Agreement dated as of October 1, 2013 (the "Amended Fee Agreement") with Greenfield Industries, Inc. ("Greenfield") for the purpose of financing the cost of the expansion and acquisition, by construction and purchase of buildings, improvements, machinery, equipment and fixtures which constitute a facility used for the purpose of manufacturing metal products in the County and all activities related thereto (the "Project"); and

WHEREAS, Greenfield is desirous of amending the Amended Fee Agreement dated as of October 1, 2013, to include the addition of TDC Greenfield Properties LLC as a Co-Sponsor along with TDC Clemson Land Company, GreenTech Metal Recycling, LLC and TDC Saws, LLC, as Co-Sponsors in the Project (jointly hereafter the "Sponsors"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of an amendment of the Amended Fee Agreement (the "Second Amended Fee Agreement") by and between the County and the Sponsors which includes TDC Greenfield Properties LLC as an additional Co-Sponsor; and

WHEREAS, it appears that the Second Amended Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. It is the intention of the County Council and the Sponsors that the amendment of the Amended Fee Agreement to simply add TDC Greenfield Properties LLC as an additional Co-Sponsor, shall not diminish or enhance the value of the existing fee in lieu of tax arrangement between the County and Greenfield to either party, provided, the Sponsors, collectively, shall now (with the Second Amended Fee Agreement) have a minimum required investment level of \$15,000,000 in the Project on or before December 31, 2018.

Section 3. The terms of the Second Amended Fee Agreement, simply adding TDC Greenfield Properties LLC as an additional Co-Sponsor, presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Second Amended Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Second Amended Fee Agreement in the name and on behalf of the County, and thereupon to cause the Second Amended Fee Agreement to be delivered to the Company. The Second Amended Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Second Amended Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Second Amended Fee Agreement and the performance of all obligations of the County under and pursuant to the Second Amended Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 17th day of February, 2015.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: January 20, 2015
Second Reading: February 3, 2015
Public Hearing: February 17, 2015
Third Reading: February 17, 2015

SECOND AMENDED FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

GREENFIELD INDUSTRIES, INC.
a South Carolina corporation

and

**TDC CLEMSON LAND COMPANY, LLC,
GREENTECH METAL RECYCLING, LLC
TDC SAWS, LLC
AND
TDC GREENFIELD PROPERTIES LLC,
(jointly with the Company hereinafter the “Sponsors”)**

Dated as of February 1, 2015

The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all other filings with the County required by the Act.

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SECOND AMENDED FEE AGREEMENT

THIS SECOND AMENDED FEE AGREEMENT (the "Second Amended Fee Agreement") is made and entered into as of February 1, 2015, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and GREENFIELD INDUSTRIES, INC. (the "Company"), a corporation duly incorporated and existing under the laws of the State of South Carolina, and TDC CLEMSON LAND COMPANY, LLC, GREENTECH METAL RECYCLING, LLC, TDC SAWS, LLC AND TDC GREENFIELD PROPERTIES LLC, (jointly with the Company hereinafter the "Sponsors"), and is an amendment and continuation of the Fee Agreement (hereinafter defined).

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or

other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to a Fee Agreement between the County and the Company dated as of December 1, 2009 (referred to herein as the "Fee Agreement") authorized by the "Fee Ordinance", adopted by the County Council on December 15, 2009, the Company entered into the Fee Agreement dated as of December 1, 2009 and agreed to acquire and equip by construction, lease-purchase, lease or otherwise a manufacturing facility (the "Facility") which manufactures metal products, which Facility is located in the County, which consisted of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures and which constituted the project (the "Initial Project"). The Initial Project in the Park (as defined in the Fee Agreement) in the County has constituted, prior to the execution of the Amended Fee Agreement dated as of October 1, 2013 and this Second Amended Fee Agreement, an investment of at least \$10,000,000 in fee in lieu of tax expenditures otherwise subject to ad valorem taxes except for the fee granted in the Fee Agreement and thus is in compliance with the Act and the Amended Fee Agreement and this Second Amended Fee Agreement.

Pursuant to an Amended Fee Ordinance (as defined herein) adopted on September 17, 2013 to amend the Fee Agreement dated as of December 1, 2009 and now a Second Amended Fee Ordinance (as defined herein) adopted on February 17, 2015 to amend the Amended Fee

Agreement dated October 1, 2013 by and between the County and the Company and, as an inducement to the Sponsors to further develop the Project and at the Sponsors' request, the County Council authorized the County to enter into this Second amended Fee Agreement with the Sponsors which amends the Fee Agreement and the Amended Fee Agreement to read as stated herein, and identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act and subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Amended Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof

"Amended Fee Agreement" shall mean the Amended Fee Agreement dated as of October 1, 2013, which amends and replaces the Fee Agreement, except as otherwise noted herein or in the Fee Agreement.

“Amended Fee Ordinance” shall mean the Ordinance of the County Council adopted on September 17, 2013 authorizing the Amended Fee Agreement dated as of October 1, 2013.

"Authorized Sponsors Representative" shall mean any person designated from time to time to act on behalf of each or any of the Sponsors by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsors, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsors Representatives to act for the Sponsors with respect to different sections of this Second Amended Fee Agreement.

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina

"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended.

"Company" shall mean Greenfield Industries, Inc., a South Carolina corporation duly qualified to transact business in the State.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Second Amended Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Second Amended Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Second Amended Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Second Amended Fee Agreement.

"Economic Development Property" shall mean all items of real and/or tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Second Amended Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures constitute Economic Development Property and thus become a part of the Project pursuant to this Amended Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.13 of this Second Amended Fee Agreement.

"Facility" shall mean any such facility that the Sponsors may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by or on behalf of the Sponsors for the Project.

"Fee Agreement" shall mean the Fee Agreement dated as of December 1, 2009.

"Fee Ordinance" shall mean the ordinance adopted by the County Council on December 15, 2009.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Second Amended Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Second Amended Fee Agreement.

"FILOT Revenues" shall mean the payments in lieu of taxes which the Sponsors are obligated to pay to the County pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Second Amended Fee Agreement.

"Investment Period" shall mean the period commencing with the first day that economic development property is acquired pursuant to the Fee Agreement, the Amended Fee Agreement and continuing pursuant to this Second Amended Fee Agreement and ending on December 31, 2018.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Second Amended Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2038.

"Project" shall mean the Equipment, Improvements, and/or Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and includes the Initial Project. The Project involves an initial investment of sufficient sums to qualify under the Act.

"Real Property" shall mean real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Second Amended Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of the Fee Agreement, the Amended Fee Agreement and this Second Amended Fee Agreement.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Sponsors shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of this Second Amended Fee Agreement: (a) components or Phases of the Project or portions thereof which the Sponsors, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Sponsors in their sole discretion, elect to remove pursuant to Section 4.7(c) or

Section 4.8(b)(iii) of this Second Amended Fee Agreement (subject, always, to the terms and provisions of Section 4.3, hereof).

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.3 for any item of Equipment or any Improvement which is scrapped or sold by the Sponsors and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"Second Amended Fee Agreement" shall mean this Second Amended Fee Agreement dated as of February 1, 2015, which amends and replaces the Fee Agreement and the Amended Fee Agreement, except as otherwise noted herein or in the Fee Agreement or Amended Fee Agreement.

"Second Amended Fee Ordinance" shall mean the Ordinance of the County Council adopted on February 17, 2015 authorizing this Second Amended Fee Agreement dated as of February 1, 2015.

"Sponsors" shall mean the Company and TDC Clemson Land Company, LLC, Greentech Metal Recycling, LLC, TDC Saws, LLC and TDC Greenfield Properties LLC in conformity with the terms of the Act, specifically as the Act was amended by Act 283 in 2003. Any reference to any agreement or document in this Article I or otherwise in this Second Amended Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Sponsors as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Second Amended Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the second amendment of the Amended Fee Agreement, and the execution and delivery of this Second Amended Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Sponsors to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2 Representations of the Company. The Sponsors individually or jointly represents and warrant to the County as follows:

(a) The Sponsors represent and warrant that the Sponsors are each duly organized and in good standing under the laws of the State, and are each qualified to do business in the State, have power to enter into this Second Amended Fee Agreement, and by proper company action each has duly authorized the execution and delivery of this Second Amended Fee Agreement.

(b) The Sponsors represent and warrant that the execution and delivery of this Second Amended Fee Agreement by the Sponsors and their compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Company or any of the Sponsors is now a party or by which it is bound.

(c) The Sponsors intend to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing metal products, recycling of materials for industry and commercial use and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsors to locate and expand the Facility in the State.

(e) Inasmuch as at present the Company has invested at least \$10,000,000 in the Project under the Fee Agreement, the cost of the Project exceeds the minimum investment required by the Act.

(f) The Sponsors will continue to invest and will, within the Investment Period, invest in excess of Fifteen Million Dollars (\$15,000,000) in fee in lieu of tax eligible investments, subject to the fee, in the Project (counting the investment already made in the Project under the Fee Agreement).

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Sponsors have acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project, and have already invested at least \$10,000,000 in the Project under the Fee Agreement which is being amended by this Second Amended Fee Agreement.

Pursuant to the Act, the Sponsors and the County hereby agree that the property properly comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Second Amended Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Second Amended Fee Agreement if it does not complete the Project.

Section 3.2 Diligent Completion. The Sponsors agree to use their reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2018, with not less than \$15,000,000 being invested in the Project within the Investment Period. Anything contained in this Agreement to the contrary notwithstanding, the Sponsors shall not be obligated to complete the acquisition of the Project in the event that they pay all amounts due under the terms of this Second Amended Fee Agreement; and provided that the Company and the Sponsors may lose the benefit of this Second Amended Fee Agreement if they do not complete the Project.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Sponsors are required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Sponsors anticipate the Project will involve an investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A) (1) of the Act, and to meet the investment representation of Section 2.2(f), hereof, the County and the Sponsors have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsors shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Sponsors shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2013, or through December 31, 2018, if the Sponsors invest not less than \$15,000,000 in nonexempt (subject to the fee) investment in the Project. Said payments are to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income

tax purposes less depreciation for each year allowable to the Company and Sponsors for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Second Amended Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase is or becomes subject to the Second Amended Fee Agreement.

Step 2: Apply an assessment ratio of six percent (6.0%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.

Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect at the Project site, for all taxing entities, on June 30, 2009, which the parties hereto believe to be 216.7 mils, (which millage rate shall remain fixed for the term of this Second Amended Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsors with the benefits to be derived herefrom, it being the intention of the County to offer the Sponsors a strong inducement to locate the Project in the County. If due to such invalidity or unenforceability the Project is deemed to be subject to ad valorem taxation for any reason other than as provided in Section 4.2 hereof, the payment in lieu of ad valorem taxes to be paid to the County by the Sponsors shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Sponsors if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsors, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Sponsors to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Sponsors with respect to the Project pursuant to the terms hereof.

Section 4.2 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Sponsors with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Sponsors for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and
- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Sponsors with respect to the Excess Value shall be equal to the

payment that would be due if the property were not Economic Development Property.

Section 4.3 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project subject to the provisions of the Act, shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, always, however, and notwithstanding any other provision of this Agreement, that if at any time subsequent to December 31, 2013, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than \$10,000,000, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments for the Project equal to the payments which would be due if the Project property were not Economic Development Property.

Section 4.4 Place and Allocation of Payments in Lieu of Taxes. The Sponsors shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.5 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Second Amended Fee Agreement, and subject, always, to Section 4.3, hereof, the Sponsors shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the

Project and shall no longer be subject to the terms of this Second Amended Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which each of the Sponsors, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which each of the Sponsors, in their sole discretion, elects to remove pursuant to Section 4.6(c) or Section 4.7(b)(iii) hereof.

Section 4.6 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsors shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsors do not elect to terminate this Agreement, the Sponsors may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsors, subject, always, to Section 4.3, hereof. Subject to the provisions of the Act, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsors to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Sponsors elect not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.7 Condemnation.

(a) **Complete Taking.** If at any time during the Amended Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsors, the Sponsors shall have the option to terminate this Second Amended Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) **Partial Taking.** In the event of a partial taking of the Project or a transfer in lieu thereof, the Sponsors, subject, always, to Section 4.3, hereof, may elect: (i) to terminate this Second Amended Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsors; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.8 Maintenance of Existence. Each of the Sponsors agree (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that they will maintain their respective companies' existence and their good standing under all applicable provisions of State law. **Provided**, however, the Company or any of the Sponsors may merge with or be acquired by another company so long as the surviving company has a net asset value equal to or greater than that of the company that is a Sponsor herein.

Section 4.9 Indemnification Covenants. (a) The Sponsors agree jointly and severally to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement, except such claims as may arise from the failure of the representations made by the County pursuant to Sections 2.1(a) and 2.1(c). The Sponsors shall jointly and severally indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Sponsors shall jointly and severally defend them in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County. (b) The Sponsors further agree, jointly and severally, to pay all reasonable and necessary expenses incurred by the county with respect to the preparation and delivery, and administration of this Agreement, including but not limited to attorneys' fees and expenses.

Section 4.10 Confidentiality/Limitation on Access to Project; Records and Reports. The County acknowledges and understands that the Sponsors utilize confidential and proprietary "state of the art" manufacturing equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsors' operations could result in substantial harm to the Sponsors and could thereby have a significant detrimental impact on the Sponsors' employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information;

(ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Sponsors, if the Sponsors do provide such information to the County, the Sponsors will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any such properly marked and identified confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Sponsors may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.11 Assignment and Subletting. Subject to the prior written consent of the County (unless such consent is expressly not required under Section 12-44-120 of the Act or any amendment thereof) this Second Amended Fee Agreement may be assigned in whole or in part and the Project may be leased or subleased as a whole or in part by the Sponsors.

Section 4.12 Events of Default. In addition, to the specific events of default noted elsewhere herein, as to investment requirements, the following shall be "Events of Default" under this Second Amended Fee Agreement, and the term "Events of Default" shall mean, whenever used

with reference to this Second Amended Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsors to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Sponsors shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsors to pay any other amounts to the County due hereunder or to perform any of the material terms, conditions, obligations or covenants of the Sponsors hereunder, other than those already noted in this Section 4.12 and which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsors specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.13 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate this Second Amended Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsors under this Second Amended Fee Agreement.

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the South

Carolina Code) relating to the enforced collection of ad valorem taxes to collect any payments in lieu of taxes due hereunder

Section 4.14 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Second Amended Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.15 Reimbursement of Legal Fees and Expenses. The Sponsors agree to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Sponsors shall default under any of the provisions of this Second Amended Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Sponsors contained herein, the Sponsors will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.16 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Second Amended Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29601
Attention: Chairman of County Council

AS TO THE COMPANY: Greenfield Industries, Inc.
2501 Davis Creek Road
Seneca, South Carolina 29678
Attention: Controller

AS TO THE SPONSORS: Greenfield Industries, Inc.
2501 Davis Creek Road
Seneca, South Carolina 29678
Attention: Controller

WITH A COPY TO: J. Wesley Crum, III P.A.
233 North Main St., Suite 200F
Greenville, SC 29601
Attention: J. Wesley Crum III, Esquire

Section 5.2 Binding Effect. This Second Amended Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Second Amended Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Second Amended Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Second Amended Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Second Amended Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Second Amended Fee Agreement.

Section 5.6 Amendments. The provisions of this Second Amended Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Sponsors, the County agrees to execute and deliver to the Sponsors such additional instruments as the Sponsors may reasonably request to effectuate the purposes of this Second Amended Fee Agreement.

Section 5.8 Severability. If any provision of this Second Amended Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsors with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsors a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligations. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS SECOND AMENDED FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS SECOND AMENDED FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, the Sponsors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Sponsors' reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Second Amended Fee Agreement to be executed in its name and behalf by the Chairman of the County and to be attested by the Clerk to County Council; and the Company has caused this Second Amended Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council Oconee
County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

WITNESSES:

GREENFIELD INDUSTRIES, INC.

By: _____
Its:

TDC CLEMSON LAND COMPANY, LLC.

By: _____
Its:

GREENTECH METAL RECYCLING, LLC.

By: _____
Its:

TDC SAWS, LLC

By: _____
Its:

TDC GREENFIELD PROPERTIES LLC

By: _____
Its:

**EXHIBIT A
LAND DESCRIPTION**

All that piece, parcel or tract of land situate, lying and being in the County of Oconee, State of South Carolina, located on the Southern side of U.S. Highway 76 and 123 and being more particularly shown and designated as a tract of land containing 78.20 acres, more or less, on a plat entitled "Plat of a Tract of Land Surveyed at the Request of The First National Bank of Boston" by Farmer & Simpson Engineers, dated June 3, 1986 and recorded in the office of the Clerk of Court of Oconee County, South Carolina in Plat Book P-51 at page 132, and being more particularly described, according to said plat as follows:

Beginning at an iron pin (P.O.B.) located on the southwester edge of the right of way for U.S. Highway 76 and 123 and at the northwestern most corner of said tract of land (said corner being a common corner with the northeastern most corner of lands now or formerly of Delta Corporation) and running thence along the southwestern edge of the right of way for U.S. Highway 76 and 123 S 63 degrees – 19' E 1,890.8 feet to an iron pin corner; thence S 22 degrees – 57' W 456.9 feet to an iron pin corner; thence S 02 degrees -07' E 261.1 feet to a nail and bottle top; thence S 38 degrees -42' W 243.9 feet to a nail and bottle top located within the right of way for Highway S-439; thence S 32 degrees - 40' W 248.5 feet to a nail and bottle top located in the center of the right of way for Highway S-439; thence S 25 degrees - 27' W 240.3 feet to an iron pin corner; thence N 86 degrees 32' W 249.9 feet to an iron pin corner; thence S 86 degrees-19' W 593.3 feet to an iron pin corner; thence S 09 degrees - 16' W 241.6 feet to an iron pin corner; thence N 78 degrees - 56' W 673.4 feet to an iron pin corner; thence N 05 degrees - 25' W 398.7 feet to an iron pin corner; thence N 09 degrees - 32' E 798.4 feet to an iron pin corner; thence N 23 degrees – 02' W 365.0 feet to an iron pin corner; thence N 75 degrees – 09' E 132.3 feet to an iron pin corner; thence N 24 degrees – 28' E 796.4 feet to the POINT OF BEGINNING. Said tract of land is bounded on the North by the right of way for U.S. Highway 76 and 123, on the East by lands of various owners, on the South by lands now or formerly of Clemson University and U.S. Government Hartwell Reservoir and on the West by lands now or formerly of U.S. Government Hartwell Reservoir and Delta Corporation.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated December 22, 2003, and recorded on December 31, 2003, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 1302, page 345.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated March 4, 1996 and recorded on April 10, 1996 in the Office of the Register of Deeds of Oconee County, South Carolina in Book 857, page 305.

BEING commonly referred to as 2501 Davis Creek Road, Seneca, and Oconee County, South Carolina and as Tax Map/Parcel Numbers 226-00-04-006 and 226-00-04-020.

Cost/Benefit Analysis
Project May
Oconee County

Project Data

New Building (Construction)	\$	5,500,000
Existing Building	\$	-
Land Cost	\$	800,000
Equipment (Less Pollution Cor	\$	2,100,000
Employees		28
Avg. Hourly Wage	\$	31.58
Avg. Salary	\$	63,160
Total Direct Payroll	\$	1,768,480

Project Multipliers

Income		1.37
Investment -- Construction		1.33
Investment -- Machinery		0.20

Employment Impacts

Employment -- Direct		28
Employment -- Indirect		25
<u>Total Employment Impact</u>		<u>53</u>

Net Costs	Year 1	20-Year NPV
Local	\$ 38,233	\$ 812,270
<u>Total State & Local Costs</u>	<u>\$ 38,233</u>	<u>\$ 812,270</u>
 Net Benefits		
Local	\$ 75,435	\$ 725,163
Local Economy	\$ 7,220,004	\$ 11,040,797
<u>Total Local Benefits</u>	<u>\$ 7,295,439</u>	<u>\$ 11,765,960</u>

	Year 1	20-Year NPV
Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ 13,430	\$ 574,452
MCP Split	\$ 1,136	\$ 15,360
Special Source	\$ 22,713	\$ 184,220
Gov't Services	\$ 359	\$ 29,941
Education Costs	\$ 596	\$ 8,297
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 38,233	\$ 812,270
Local Government Benefits		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 113,565	\$ 1,535,998
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ 9	\$ 129
Single Family - (Rental)	\$ 4	\$ 51
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ 90	\$ 1,255
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
Total Value of Benefits	\$ 113,668	\$ 1,537,433
Net Local Benefits	\$ 75,435	\$ 725,163
Local Benefit/Cost Ratio	2:1	1:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 7,220,004	\$ 11,040,797

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 17, 2014
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2015-08 "AN ORDINANCE AMENDING CHAPTER 32 AND CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACKS, AND AMENDING CHAPTER 38 REGARDING AGRICULTURAL RESIDENTIAL ZONING DISTRICTS IN CERTAIN LIMITED REGARDS AND PARTICULARS; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Proposed Ordinance 2015-08 stems from a desire to ensure Oconee's land use regulations are clear and easy to use by staff and citizens by clarifying setback standards. To achieve this Ord. 2015-08 will move current setbacks found in Chapter 32 Article 6 Sec. 32-214 to Chapter 38 Article 10 Sec. 38-10.2. In addition, Ord. 2015-08 will amend the definition and intent section of the Agricultural Residential District found in Chapter 38 Article 10 Sec. 38-10.12, to reflect the agreement between all parties resolving litigation concerning ARD, as to how the intent and definition portions of the ARD section should read.

The Commission voted unanimously, on November 17, 2014, to direct staff to draft amendment language that moves the setback provisions found in Chapter 32 Article 6 to the Control Free District in Chapter 38 Article 10. As noted above, the setback provisions contained within Chapter 32 Article 6 Sec. 32-214.d apply to property zoned in the Control Free District. Moving the setbacks in Sec. 32-214.d to Sec. 38-10.2 would be beneficial because all of the County's setback provisions would be in one place and any variance requests would be made to the Board of Zoning Appeals which considers most other variance requests. On January 26, 2015, the Planning Commission voted, unanimously, to recommend that County Council adopt Ord. 2015-08.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by: Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by: Grants

ATTACHMENTS

Ordinance 2015-08

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading of Ordinance 2015-08.

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official


T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

Date: January 28, 2015

To: County Council

From: Planning Commission

Re: Ord. 2015-08

During the regular meeting on January 26, 2015, the Planning Commission voted, unanimously, to recommend that County Council adopt Ord. 2015-08.

Please let me know if you have any questions.

Josh Stephens

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-08

AN ORDINANCE AMENDING CHAPTER 32 AND CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACKS, AND AMENDING CHAPTER 38 REGARDING AGRICULTURAL RESIDENTIAL ZONING DISTRICTS IN CERTAIN LIMITED REGARDS AND PARTICULARS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended, from time to time; and

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code, 1976, as amended, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, Chapter 32 of the Code of Ordinances contains terms, provisions and procedures applicable to performance standards in the County; and

WHEREAS, Chapter 38 of the Code of Ordinances contains terms, provisions and procedures applicable to zoning in the County; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 32 and Chapter 38 of the Code of Ordinances involving setbacks and setback lines, and to amend the Agricultural Residential District sections of Chapter 38, as to the "Intent" and "Definitions" provisions; and

WHEREAS, County Council has therefore determined to modify Chapters 32 and 38 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Section 32-214 of Chapter 32 of the Code of Ordinances, entitled *Lot Improvements*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

2. Section 38-10.2 of Chapter 38 of the Code of Ordinances, entitled *Control Free District (CFD)*, is hereby revised, rewritten, and amended to read as set forth in Attachment B, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

3. The *Definition* and *Intent* portions of Section 38-10.12 of the Code of Ordinances, entitled *Agricultural Residential Districts (ARD)*, are hereby revised, rewritten and amended to read as set forth in Attachment C, which is attached hereto and hereby incorporated by reference as fully as is set forth verbatim herein.

4. County Council hereby declares and establishes its legislative intent that Attachment A, hereto, as may be amended from time to time, amend Section 32-214 of the land use performance standards of the County, and that Attachments B and C, hereto, as may perhaps be amended from time to time, become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachments B and C, from and after their adoption, states its intent to so adopt Attachments A, B and C, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

5. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

6. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Attachments hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

6. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Section 38-10.2 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

7. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council, and will apply to all zoning processes initiated after first (1st) reading hereof. All processes actually initiated by submitting a properly and legally completed petition to the County, at a minimum, prior to first (1st) reading of this ordinance and the establishment of the pending ordinance doctrine thereby, shall be completed under the zoning

and performance standard rules and regulations of Chapters 32 and 38 of the Code of Ordinances, as in effect prior to final adoption of this ordinance.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Wayne McCall,
Chairman, Oconee County Council

First Reading: February 17, 2015
Second Reading: _____
Third Reading: _____
Public Hearing: _____

ATTACHMENT A
To Ordinance 2015-08

Sec. 32-214. - Lot improvements.

- (a) *Lot arrangements.* All lots shall be arranged such that there will be no apparent difficulties in securing driveway encroachment permits or building permits for reasons of topography or other conditions and must have driveway access from an approved road. The developer shall be liable for all lots within a proposed subdivision.
- (b) *Lot dimensions.* Except where circumstances such as topography, watercourses, road alignment or existing site boundary configurations dictate otherwise, the following requirements shall apply:
 - (1) Dimensions of corner lots shall be large enough to allow for the erection of buildings observing the minimum yard setbacks from both streets, without encroaching into side and rear yard setbacks, established in the building line section of this chapter.
 - (2) Depth and width of properties reserved or laid out for business, commercial, or industrial purposes shall be adequate to provide for off-street parking and loading facilities required for that type of development, without encroaching into yard setbacks.
- (c) *Lot size.* Minimum lot size shall be .57 acres (approximately 25,000 square feet) with traditional onsite septic tanks served by public water, unless DHEC requires greater area or dimensions. All required set backs shall be met regardless of lot size. No part of a septic system shall be located within any road right-of-way.
- (d) *Building Lines.* [See Section 38-10.2 for all setback requirements in the Control Free District of the County]
- (e) [Reserved]
- (f) *Usable area.* All lots adjacent to floodplains, creeks, and wetlands should use these natural features as lot boundaries when possible. Lots containing areas unsuitable for usage shall not use these areas in calculating minimum lot area.
- (g) *Septic system setback.*
 - (1) Traditional septic systems shall be constructed so that they comply with all regulations of the South Carolina Department of Health and Environmental Control (DHEC).
 - (2) The applicant shall provide the planning director a copy of all South Carolina Department of Health and Environmental Control (DHEC) permit drawings and an approved DHEC permit application for the proposed septic systems utilized within the development.
 - (3) The developer must demonstrate to the planning director that the proposed development will not adversely affect the present water table and the existing water supplies; and also demonstrate that the proposed water supply system will not be adversely affected by existing septic systems.
- (h) *Lot drainage.* Lots shall be laid out so as to provide positive drainage away from all buildings, and individual lot drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be designed so as to prevent concentration of stormwater from each lot to any adjacent property. Drainage systems used to control water on one property shall not increase the water flow on adjacent properties without legal easements.
- (i) *Lakes and streams.* If a tract being subdivided contains a water body, or portion thereof, the ownership of and the responsibility for safe and environmentally compliant maintenance of the water body is to be placed so that it will not become a local government responsibility. The minimum area of a lot required under this article may not be satisfied by land that is under water. Where a watercourse other than storm drainage separates the lot's buildable area from the road providing access, an engineer's certified structure shall be provided linking the buildable area to the road. All watercourses shall remain free of obstructions and degradations.

- (j) *Easements.* Easements having a minimum width of ten feet and located along the side or rear lot lines shall be provided as required for utilities and drainage.
- (k) *Entrances.* One entrance is required for every 100 lots in a proposed subdivision, or a maximum of 100 lots on a dead end road with a cul-de-sac. This requirement may be waived by the planning director due to topography and feasibility. Every effort shall be made to not have an entrance directly onto an arterial road.
- (l) [Reserved]

(Ord. No. 2008-20, Art. 4(4.1—4.12), 12-16-2008)

ATTACHMENT B
To Ordinance 2015-08

Sec. 38-10.2. - Control free district (CFD).

The control free district is intended to be the initial zoning district for all parcels within the jurisdiction at the time of initial adoption of zoning in Oconee County, only; any parcel subsequently rezoned to any other district shall not be a part of the control free district at any future date.

Dimensional requirements:*

Residential uses	Density and Lot Size			Minimum Yard Requirements			Max. Height
	Min. lot size	Max. Density	Min. width (ft.)	Front setback (ft.)	Side setback (ft.)	Rear setback (ft.)	Structure height (ft.)
	N/A	N/A	N/A	25	5	10	65
Nonresidential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	N/A	N/A	25	5	10	65	

(Ord. No. 2012-14, § 1, 5-15-2012)

ATTACHMENT C
To Ordinance 2015-08
Changes to the Intent and Definition portions of Section 38-10.12
Of the Oconee County Code of Ordinances

Intent: The Agricultural Residential districts are intended to allow for most agricultural, forestry, and other related uses that are typically found in rural communities; however, in consideration for the residential areas nearby, certain uses are prohibited in this zoning district.

Definition: For those areas that have maintained their rural uses, including engaging in agricultural and forestry practices, while the neighboring areas have experienced a growth in residential development not typical to rural areas.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 17, 2014
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2015-09 "AN ORDINANCE AMENDING SECTION 12-34 OF ARTICLE II OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING NOISE REGULATIONS OF THE COUNTY; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Proposed Ordinance 2015-09 stems from a desire to ensure Oconee's land use regulations take into account the evolving needs of industrial development. The Oconee Economic Alliance and Community Development Department have identified an area of Oconee's code of ordinances that staff would recommend be amended to reflect changes in the economic development industry. Specifically, the issue at hand is Oconee's noise ordinance. Ord. 2015-09 would add warehousing and distribution uses under exempted uses. As the Council knows, these types of uses and the logistics involved are an important part of the economic environment in Oconee, and that importance is growing not only for new industrial partners but for existing ones as well.

On January 26, 2015, the Planning Commission voted, unanimously, to recommend that County Council adopt Ord. 2015-09 as presented.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available Yes / No

If yes, who is matching and how much:

Approved by: _____ Grants

ATTACHMENTS

Ordinance 2015-09

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading of Ordinance 2015-09.

Submitted or Prepared By:

Department Head/Elected Official

Approved for Submittal to Council:



T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

Date: January 28, 2015

To: County Council

From: Planning Commission

Re: Ord. 2015-09

During the regular meeting on January 26, 2015, the Planning Commission voted, unanimously, to recommend that County Council adopt Ord. 2015-09 as presented.

Please let me know if you have any questions.

Josh Stephens

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-09**

AN ORDINANCE AMENDING SECTION 12-34 OF ARTICLE II OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING NOISE REGULATIONS OF THE COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended, from time to time; and

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30(16.2) of the South Carolina Code, 1976, as amended, among other sources, to establish noise regulations in the unincorporated areas of the County; and,

WHEREAS, Article II of Chapter 12 of the Code of Ordinances contains terms, provisions and procedures applicable to noise regulations in the County; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Article II of Chapter 12 of the Code of Ordinances to revise the County's noise regulations, and, specifically, but without limitation, to clarify the application and scope of the exceptions to such regulations in order to take into account the evolving needs of industrial development and operation, including the rapid technological and operational advances that allow companies to design and build facilities and their related operations that ensure increased operational efficiencies, and to ensure that the County maintains its competitive edge when recruiting new industry and when working with existing industry; and

WHEREAS, County Council has therefore determined to modify Article II of Chapter 12 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Section 12-34 of Article II of Chapter 12 of the Code of Ordinances, entitled *Exceptions*, is hereby revised, rewritten, and amended to read as set forth in Attachment A,

which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior acts, actions, or decisions of the County or County Council, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Wayne McCall,
Chairman, Oconee County Council

First Reading: February 17, 2015
Second Reading: _____
Third Reading: _____
Public Hearing: _____

Attachment A

Sec. 12-34. – Exceptions.

(a)

This article does not apply to noise emanating from industrial, warehouse, distribution and manufacturing activities and facilities and operations related thereto, governmental activities, airports and aircraft, railways, emergency signal devices, firearms discharges as a result of lawful game hunting, agricultural activities, parades, carnivals, school band practice or performances, and school or government sponsored athletic events.

(b)

Additionally, this article does not apply to noise between the hours of 7:00 a.m. and 10:00 p.m. which emanates from lawn and yard maintenance activities, tree harvesting or clearing, or explosives for construction and land clearing.

(c)

Additionally, this article does not apply to any racing automobile equipped with and using a certified automotive racing muffler system, or to any automobile racing facility, at which all participating automobiles are using such a certified automotive racing muffler system, all between the hours of 10:00 a.m. and 11:30 p.m. local time, Monday through Saturday only.

(d)

Additionally, this article does not apply to trucking and railroad operations related to or arising out of industrial, warehouse, distribution or manufacturing activities and facilities, which are lawfully established and operated in the County, in the normal course of business of such activities and facilities, regardless of whether the trucks and rail operations are owned or operated by the industrial, warehouse, distribution or manufacturing entities, activities, and facilities, or by independent third party trucking or rail firms serving such entities, activities and facilities, as long as such trucking and rail operations are otherwise conducted in accordance with the laws and regulations of the State of South Carolina and the federal government .

(e)

Any lawful business operating as of the date of this article that is not in compliance with this article and does not fall under exceptions set out in this article shall have six months from the date of the ordinance from which this article derives to come into compliance with this article.

(f)

Any lawful business or activity operating as of the date of this article that is not in compliance with this article and does not fall under exceptions set out in this article will nevertheless be considered to be in compliance with this article if such lawful business or activity has existed or occurred on or at its present location and made noise that is not in compliance with this article prior to the complaining party moving to an area that is affected by the noise. This exception shall not apply to the nuisance described in section 12-33(10), which has its own exception, herein.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 17, 2010
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2015-12 [In Title Only] "AN ORDINANCE TO REVISE AND AMEND SECTION 34-1 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY DELETING AND RESCINDING THE SECTION IN ITS ENTIRETY, AND OTHER MATTERS RELATED THERETO"

BACKGROUND DESCRIPTION:

The Oconee County Infrastructure Advisory Commission met on Wednesday, February 5, 2015, and took up discussion regarding [1] possibly dissolving the Commission as the established goals have been met, and [2] there are other avenues that most members already participate in; therefore, this group is becoming redundant. [Copy of their final minutes presented as information.]

The Commission voted unanimously [with 14 of 17 members present] to request that Council take first reading in title only of an ordinance to dissolve the Oconee County Infrastructure Advisory Commission effective upon adoption of an ordinance.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : Grants

ATTACHMENTS:

February 4, 2015 Infrastructure Advisory Commission Minutes

STAFF RECOMMENDATION [Brief Statement]:

It is the commission's recommendation that Council take first reading [in title only] of Ordinance 2015-12.

Submitted or Prepared By:

Department Head/Elected Official

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



MINUTES INFRASTRUCTURE ADVISORY COMMISSION

February 4, 2015

1:00 p.m.

Oconee County Administrative Offices, Council Chambers
Walhalla, South Carolina 29691

*Agenda in Sheet was prepared for this meeting.
No Recording of this meeting was made.*

[Lunch was provided at 12:30 prior to the start of the meeting courtesy of Oconee County Council.]

Commission Members Present:

B. Faires, City of Seneca	A. Blackmon, Blue Ridge Electric Coop	S. Moulder, Oconee County Administration
T. Bagwell, City of Walhalla	L. Taylor, Duke Energy	J. Thrift, Oconee County Council
L. Oliver, Town of West Union	J. Hawkins, Fort Hill Natural Gas	R. Johnson Oconee Economic Alliance
	B. Winchester, Oconee Joint Regional Sewer Authority	J. Cox, Oconee County IT Department
	T. Pruitt, Pioneer Rural Water District	M. Kelly, Oconee County Road Department
		J. Stephens, Oconee County Community Development

Commission Members Absent:

Town of Salem AT&T
Town of West Union

Press:

No Press was present at this meeting.

Call to Order:

Mr. Blackmon called the meeting to order at 1:00 p.m. with a quorum present.

Approval of Minutes:

Mr. Winchester made a motion, seconded by Mr. Hawkins, approved unanimously to approve the minutes from the February 5, 2014 meeting as presented.

Discussion Regarding Future of and/or Possible Disbanding of the Commission

Mr. Blackmon led discussion regarding the possible disbanding of the Commission and/or the establishment of an informal group under the Oconee Economic Alliance umbrella. Discussion followed regarding various aspects of the issue to include lack of quorum over last few years; accomplishment of established goals; and, establishment of relationships between the county, municipalities and infrastructure providers.

Mr. Faires made a motion, seconded by Mr. Hawkins, approved unanimously to recommend to full Council dissolving of the Infrastructure Advisory Commission. Mr. Thrift as the Council representative requested that Mr. Moulder and the Clerk prepare an ordinance for first reading in title only for the February 17, 2015 regular council meeting.

Mr. Blackmon noting the Commission vote; stated that all other matters on the agenda would be removed from consideration at this meeting.

Adjourn:

Mr. Faires made a motion, approved unanimously to adjourn at 1:13 p.m.

Respectfully Submitted by:


Elizabeth G. Hulse
Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 17, 2015
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2015-13 [Title Only] "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT MOLD AND INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT; EXTENDING THE TERM OF THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK FOR THE PROJECT UNTIL DECEMBER 31, 2023; AND OTHER MATTERS RELATING THERETO"

BACKGROUND DESCRIPTION:

Ordinance 2015-13 puts into place an agreed upon "Fee-in-lieu" (FILOT) tax agreement between the company and the County.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

N/A

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by: Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available Yes/ **No**

If yes, who is matching and how much:

Approved by: Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve Ordinance 2015-13 on first reading in title only.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2015-03**

**A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON
AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND
CLOSURE OF A CERTAIN OCONEE COUNTY ROAD; AND OTHER MATTERS
RELATED THERETO.**

WHEREAS, Moccasin Flower Road (CH-83) (the "Road") is currently an Oconee County public road which extends from Highlands Highway (SC-28) in a northwesterly direction for a distance of approximately six hundred eighty two (682) feet until its termination, as shown on Attachment 2 of the staff report and recommendations prepared by Mack Kelly, County Engineer on January 12, 2015 ("Staff Report"), attached hereto as **Exhibit A** and incorporated herein by reference; and,

WHEREAS, the residents located along the Road (hereinafter referred to as "Residents" whether one or more) have requested that Oconee County abandon the Road, as evidenced by a letter dated September 13, 2014, as shown on Attachment 4 of the Staff Report; and,

WHEREAS, with respect to the Road, Oconee County has complied with §26-9 of Oconee County Code of Ordinances pertaining to cessation of maintenance and consent to judicial abandonment of Oconee County public roads; and,

WHEREAS, none of the procedures undertaken by Oconee County have shown a need for the Road to be maintained by Oconee County or to remain a public road, and the Oconee County Transportation Committee and Oconee County staff have recommended that Oconee County consent to the requested judicial abandonment; and,

WHEREAS, in accordance with §26-9 of Oconee County Code of Ordinances, the Residents must fully comply with all applicable law, including, without limitation, S.C. Code 1976, §57-9-10, as amended (providing all required notices and service of process to interested parties in accordance with applicable law and filing a proper petition with a court of competent jurisdiction), and,

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, desires to express its intent to cease maintenance of the Road, and contingent on the understanding and qualification that such abandonment and closure will be at no expense or prejudice to Oconee County, and so long as the Residents meet the requirements set forth in §26-9 of Oconee County Code of Ordinances and South Carolina state law, Oconee County further desires to express its intent to authorize consent to judicial abandonment of the Road:

NOW, THEREFORE, be it resolved by Oconee County Council in meeting duly assembled that:

1. Oconee County, acting by and through its County Council, hereby states that Oconee County will no longer maintain Moccasin Flower Road (CH-83).
2. So long as the moving party fully complies with all applicable law, including §26-9 of Oconee County Code of Ordinances and S.C. Code 1976, §57-9-10, as amended, and contingent on the understanding and qualification that such abandonment and closure will be at no expense or prejudice to Oconee County, Oconee County consents to the judicial abandonment and closure of Moccasin Flower Road (CH-83).
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this ____ day of _____, 2015, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

Wayne McCall
Chairman of County Council

Oconee County, South Carolina

ATTEST:

Elizabeth G. Hulse, Clerk to Council
Oconee County, South Carolina

STAFF REPORT OF FINDINGS

TO: Transportation Committee
FROM: Mack Kelly, County Engineer
DATE: January 12, 2015

MOCCASIN FLOWER ROAD ABANDONMENT AND CLOSURE

FACTS

The process for road closure and abandonment is to follow the requirements listed in the ordinance referenced below. Summary of Investigations:

	<u>The County Needs to Determine:</u>	<u>Determination:</u>	<u>Attachment</u>
1	Whether Moccasin Flower Road is or has been a County Road	Moccasin Flower Road is a County Road	1 & 2
2	If the section of Moccasin Flower Road is still a County Road	Yes, the section of Moccasin Flower Road is a County Road	1
3	If the section of Moccasin Flower Road to be abandoned is in use by the general public or if the road has been practically abandoned	The section of Moccasin Flower Road is in use by two residents. The two residents request that the County abandon Moccasin Flower Road so that they may maintain the road privately.	4
4	If documentation is available relating to the status of the access easement	Documentation is available	1 & 2
5	If other information is available to assist County Council in evaluating the best interest for the Oconee County public.	Comments were solicited from the posting of a sign indicating that Moccasin Flower Road was proposed for abandonment and closure	3

Pertinent Ordinance or Regulation

Oconee County Code of Ordinances Section 26-9 (Attachment 5)

Recommendations

Moccasin Flower Road is not used by the general public. Property owners Hardy and Smith abut Moccasin Flower Road. Property owner Hardy has requested that the County consent to abandonment and closure of the road. Neighboring property owners, Mr. Vissage and Mr. Landers also have occasion to use the road. We should also note that the properties of Vissage and Landers do not abut the public portion of Moccasin Flower Road. In the course of our investigation, we have determined that Moccasin Flower Road is not in use by the general public. My recommendation is to honor the request of the Hardys' to remove Moccasin Flower Road from County Maintenance and that the Transportation Committee support this recommendation. If this recommendation is supported by the Transportation

3 5

Committee, the Transportation Committee should make a recommendation to County Council as to whether the request for abandonment and closure should be honored. If this recommendation is not supported by the Transportation Committee, no further action is needed.

ATTACHMENT 2



Attachment a
THE STATE OF SOUTH CAROLINA
COUNTY OF OCOREE

GPB 11-13-12 Ret: wife Harrison E. Orr

ACCEPTED FOR OCOREE COUNTY BY:

Harrison E. Orr

CH #3 10-11-12

DEED TO RIGHT-OF-WAY

AUTHORITY 91-9

ROAD NO. WA-318 ROAD NAME MOCCASIN FLOWER ROAD

DATE 2-17-98

SUBDIVISION WHEN APPLICABLE BOOK 959 PAGE 0171

KNOW ALL MEN BY THESE PRESENTS, That I, (or we) EULA C. SMITH

In consideration of the sum of one dollar, to me (or us) in hand paid and the acceptance and maintenance of the same as part of the Ocoree County Road System, by Ocoree County, receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell release unto Ocoree County, its successors and assigns, a right-of-way for the construction or maintenance of the road/highway from CH-51 VISSAGE ROAD

to CUL DE SAC on Road No. WA-318 State and County

afforesaid, see Plat Book _____ at Page _____ recorded with the Clerk of Court, Ocoree County, on and over all lands which I (or we) may own whole or in part; for the purpose of locating, constructing, improving and maintaining the above described highway with the bridges and causeways thereon, and the installation of public utilities. Said tract being shown on Tax Map 104-00-02-066 and being over

the lands purchased from ESTATE OF NORMAN F. SMITH

Deed Book 627 Page 100. Said right-of-way to have a width of 50 feet, that is 25 feet on each side of the center*line of the Highway except where a greater width is necessary for short distances on account of large cuts or hills and being approximately 800 feet in length.

"Special Provisions": The undersigned waives any claim for damages, if any, and accepts the surface water from roadway and culverts and assumes the responsibility for drainage ditches, culverts, and etc., beyond the right-of-way.

* As staked or constructed by Ocoree County.

THIS RIGHT OF WAY INCLUDES ONE HALF OF A CUL DE SAC WITH A RADIUS OF FIFTY FEET.

OCOREE COUNTY

STATE TAX

COUNTY TAX

EXEMPT

Together with all singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my heirs, assigns, or administrators within the limits of the right-of-way herein conveyed.

TO HAVE AND TO HOLD, all singular, the said right-of-way and the rights hereinbefore granted unto the said Ocoree County, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand... this 17th day of February in the year of our Lord, one Thousand, Nine hundred and Ninety Eight

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

Joseph V. Hardy
Frank D. Michelson

Eula C. Smith

Signature

FILED OCOREE COUNTY SC
STATE OF SOUTH CAROLINA
1998 FEB 17 PM 2:49
CLERK OF DISTRICT COURT

THE STATE OF SOUTH CAROLINA, COUNTY OF OCOREE:

Personally appeared Joseph V. Hardy and made oath that He

the within named EULA C. SMITH sign, seal and as HER

act and deed, deliver the within written Deed; and that with Frank D. Michelson witnessed the execution thereof.

Sown to before me this 17th day of February A.D. 19 98.

Frank D. Michelson (I.S.)
Notary Public for S. C.

Joseph V. Hardy
Witness sign here

My Commission Expires 2-23-2007

18 Feb 1998
98
R. J. Williams
Auditors Ocoree County, S.C.

THE STATE OF SOUTH CAROLINA
COUNTY OF OCOEE

ACCEPTED FOR OCOEE COUNTY BY:

Ret
HARRISON E. ORR

DEED TO RIGHT-OF-WAY

AUTHORITY 91-9

CH 73 10-11-12

DATE 2-17-98

ROAD NO. WA-318 ROAD NAME MOCCASIN FLOWER ROAD

BOOK 959 PAGE 0172

SUBDIVISION WHEN APPLICABLE

KNOW ALL MEN BY THESE PRESENT, That I, (or we) JOSEPH V. HARDY AND

MARY JO L. HARDY

In consideration of the sum of one dollar, to me (or us) in hand paid and the acceptance and maintenance of the same as part of the Ocoee County Road System, by Ocoee County, receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell release unto Ocoee County, its successors and assigns, a right-of-way for the construction or maintenance of the road/highway from CH-51-VISSAGE ROAD

Name of Place

to CUL-DE-SAC on Road No. WA-318 State and County

Name of Place

afforesaid, see Plat Book --- at Page --- recorded with the Clerk of Court, Ocoee County, on and over all lands which I (or we) may own whole or in part; for the purpose of locating, constructing, improving and maintaining the above described highway with the bridges and causeways thereon, and the installation of public utilities. Said tract being shown on Tax Map 104-00-02-102 and being over

the lands purchased from BESSIE C. LAND

Deed Book 122, Page 111. Said right-of-way to have a width of 50

feet, that is 25 feet on each side of the center*line of the Highway except where a greater width is necessary for short distances on account of large cuts or fills and being approximately 800 feet in length.

"Special Provisions": The undersigned waives any claim for damages, if any, and accepts the surface water from roadway and culverts and assumes the responsibility for drainage ditches, culverts, and etc., beyond the right-of-way.

* As staked or constructed by Ocoee County.

THIS RIGHT OF WAY INCLUDES ONE HALF OF A CUL DE SAC WITH A RADIUS OF FIFTY FEET.

OCOEE COUNTY

STATE TAX _____

COUNTY TAX _____

EXEMPT ✓

Together with all singular, the rights, members, hereditaments and appurtenances therunto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my heirs, assigns, or administrators within the limits of the right-of-way hereinafter conveyed.

TO HAVE AND TO HOLD, all singular, the said right-of-way and the rights hereunto granted unto the said Ocoee County, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand... seal... day of February in the year of our Lord, one Thousand, Nine Hundred and Nineteen

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

Linda T. Young
[Signature]

Joseph V. Hardy
[Signature]
Signature

THE STATE OF SOUTH CAROLINA, COUNTY OF OCOEE:

Personally appeared Linda T. Young and made oath that she saw

the within named JOSEPH V. AND MARY JO L. HARDY sign, seal and as THEIR

Print or type name

act and deed, deliver the within written Deed; and that with FRANK D. NICHOLS witnessed the execution thereof.

Sworn to before me this 17th day of February A.D. 19 98.

[Signature]
Notary Public for S. C.

(I.S.) Linda T. Young
Witness sign here

My Commission Expires 2-13-2007

98 18 Feb 19 98
739
R.F. Williams
Auditors Ocoee County, S.C.



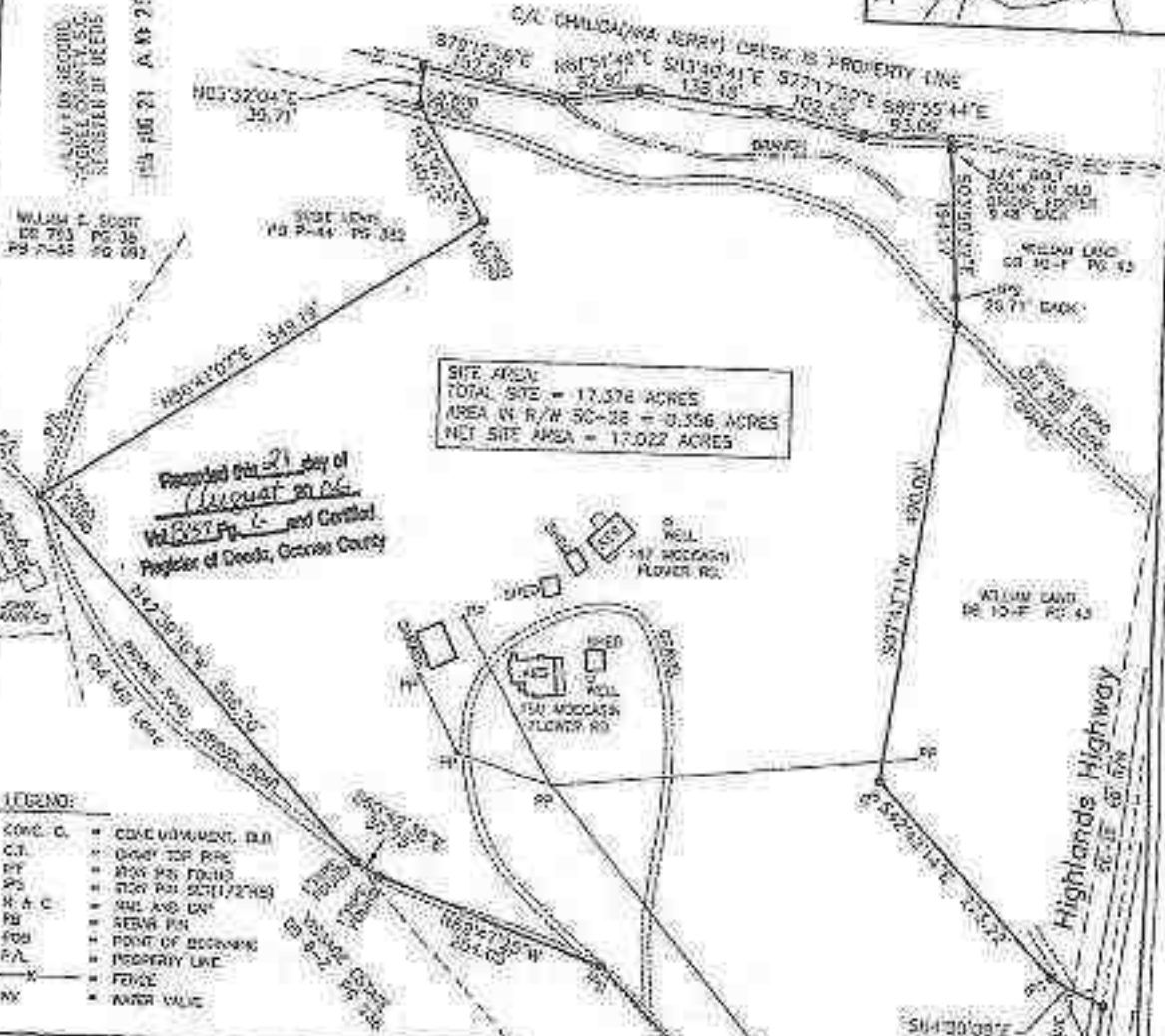
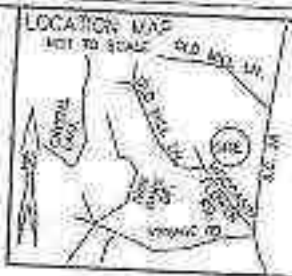
REF. RECORD
PD 832 PD 842

ALL INFORMATION
HEREON IS UNLAWFUL
IF USED FOR ANY
PURPOSE OTHER THAN
THAT SPECIFIED
HEREIN

104-00-02-102

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE
INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON
WAS MADE IN ACCORDANCE WITH THE STANDARD
STANDARD MANUAL FOR THE PRACTICE OF LAND SURVEYING
IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE RE-
QUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED
THEREIN; ALSO THERE ARE NO UNLAWFUL ENCROACHMENTS
OR PROJECTIONS OTHER THAN SHOWN.

104-00-02-102



SITE AREA:
TOTAL SITE = 17.376 ACRES
AREA IN R/W 50-28 = 0.356 ACRES
NET SITE AREA = 17.022 ACRES

Recorded this 21 day of
August 2006
Vol. 857 Pgs. 6 and 7
Register of Deeds, Oconee County

- LEGEND:**
- CONC. C. = CONCRETE CURB
 - C.T. = CONCRETE TOP PIPE
 - RY = RAILROAD RIGHT-OF-WAY
 - PS = PUBLIC ROAD
 - H & C = HILL AND CANYON
 - FB = FENCE
 - FOR = FENCE OR
 - POB = POINT OF BEGINNING
 - P.L. = PROPERTY LINE
 - X = FENCE
 - NV = WATER VALVE

BOUNDARY SURVEY FOR
Joseph V. Hardy
OR
Mary J. Hardy
104-00-02-102
REFERENCE PD 8-32 PAGE 653
COMBINATION OF
TAX PARCEL 104-00-02-82
TAX PARCEL 104-00-02-101
TAX PARCEL 104-00-02-102
CHAUTOOGA TOWNSHIP
OCCONEE COUNTY, SOUTH CAROLINA

SCALE 1"=120' JOB NO. 033219V1 DATE: 07-31-2003

RANDALL B. MILLER
LAND SURVEYOR
116 ZION DRIVE
SENECA, SC 29670
TELEPHONE 864-885-2751
RANDALL B. MILLER, SC REG # 13403



REVISION NOTE: 8-13-2006. ADDED NEW ADDITIONAL
PARCEL TO EAST SIDE OF PROPERTY. ADDRESS SHOWN
IN DEED BOOK 1122, PAGE 64.

NOTICE

A PETITION TO CLOSE AND ABANDON THIS ROAD WILL
BE FILED IN COURT IN ACCORDANCE WITH
COUNTY ORDINANCE § 26-9

THE COUNTY IS SEEKING CITIZEN COMMENTS
FOR INFORMATION AND COMMENTS CONTACT
OCONEE COUNTY PUBLIC WORKS AT

(864) 886-1072

15022 WELLS HWY SENECA SC
roads@oconeesc.com



NOTICE

A PETITION TO CLOSE AND ABANDON THIS ROAD WILL
BE FILED IN COURT IN ACCORDANCE WITH
COUNTY ORDINANCE § 26-9

THE COUNTY IS BEARING CITIZEN COMMENTS
FOR INFORMATION AND COMMENTS CONTACT
OCONEE COUNTY PUBLIC WORKS AT
(864) 886-1072
15027 WELLS HWY SENECA SC
roads@oc2neusc.com

Work Order 38158



Issue: Missing Sign
 Activity: Replace Sign
 Asset Type: Other Sign
 Address: MOCCASIN FLOWER
 RD (CH-83)
 Mountain Rest

Status: Planned
 Priority: _____
 Scheduled: _____
 Start Date: _____
 Stop Date: _____

Assigned To: _____
 Department: Signs

In City: No
 Transaction Date 11/24/2014
 11:36:18 AM

Entered By: dmoore

Notes: make and install the
 abandon road notice
 sign.
*INSTALL sign on
 11-26-14*

Details: mack kelly

Directions: WEST ON HIGHLANDS HWY FROM WALHALLA, WILL BE ON THE
 LEFT PAST VISSAGE RD.

Request Information

Labor Information			Equipment Information	
ID	Standard Hrs	Overtime Hrs	ID / Description	Total Hours Used

Notes/Action Taken:

Employee Signature: 

Date: 11-26-14

Work Order 38159



Issue: Other Sign Issue
Activity: Other Sign Activity
Asset Type: Other Sign
Address: MOCCASIN FLOWER
RD (CH-83)
Mountain Rest

Status: Planned
Priority: _____
Scheduled: _____
Start Date: _____
Stop Date: _____

Assigned To: _____
Department: Signs

In City: No
Transaction Date 11/24/2014
11:37:24 AM

Entered By: dmoore

Notes: retrieve the abandon
road sign and post
when notified by mack.
*RETRIEVE SIGN AND
POST ON 12-25-14*

Details: _____

Directions: WEST ON HIGHLANDS HWY FROM WALHALLA, WILL BE ON THE
LEFT PAST VISSAGE RD.

Request Information

Labor Information			Equipment Information	
ID	Standard Hrs	Overtime Hrs	ID / Description	Total Hours Used

Notes/Action Taken: _____

Employee Signature: *[Signature]*

Date: 12/29/14

County Road Abandonment Calls:

Mr. Ben Vissage

Moccasin Flower Rd (CH-83) – Mr. Ben Vissage called on December 17, 2014 to express his concerns with the county abandoning Moccasin Flower Rd (CH-83) because of being able to access his property from the back side.

Attachment 4

9/13/14

Mr. Thrift,

This letter is to request that
MOCCASIN FLOWER Rd. CH-83 BE
REMOVED FROM THE RESPONSIBILITY
OF OCONEE COUNTY AND RETURNED TO
THE RESPONSIBILITY OF MR / MRS.
Joseph V. Hardy Address 160
MOCCASIN FLOWER Rd. Mt. Rest, SC. 29664
THIS REQUEST IS TO INSURE THE DRIVEWAY
REMAIN IN ITS ORIGINAL AND HISTORIC
STATE WITH SIGNAGE REMOVED. NO OTHER
RIGHT OF WAYS OR EASEMENTS ARE GRANTED
REGARDING THIS PRIVATE DRIVE.
PLEASE CONTACT OUR SON, JOE AT (828)
508-3972 WITH ANY QUESTIONS OR
REQUESTS. Thank You.

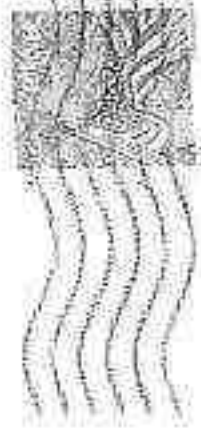
Joseph V. Hardy

Attachment 4

HARDY
160 MOCCASIN FLOWER RD
MNT. REST SC 29664

GREENVILLE SC 29604

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



MR. JOEL MAITTT
629 SEED FARM RD.
WESTMINSTER, SC 29693

29693001023



ATTACHMENT 5

Sec. 26-9. Road closure and abandonment.

(a)

Prior to any request for abandonment and closure of an Oconee County public road being brought before county council, county staff, including, without limitation, the Oconee County Roads and Bridges Department, will conduct a thorough investigation, adequate to determine: whether the road in question is, or ever has been, a county road; whether the road still is a county road; whether the road is still in general public use or has been practically abandoned; whether the county has any documentation relating to the status of the road, such as a dedication of right-of-way or easement, or a deed, or whether such road was subject to a prescriptive easement or easement by usage; whether there is any other information which would assist county council in determining whether the best interests of the Oconee County public will be served by consenting to the abandonment and closure of the road in question or by not so consenting. As a part of the investigatory process addressed herein, the Oconee County Roads and Bridges Department will post, adjacent to the road in question, a sign, marked so as to be as conspicuous as possible, prominently providing notice that the road, or portion thereof abutting the sign, is proposed for abandonment and closure, soliciting citizen comments concerning such proposed abandonment and closure, and providing notice of address and telephone number at the Oconee County Public Works Department to which concerned citizens may forward comments concerning such proposed abandonment and closure.

(b)

Following the investigation referred to in paragraph 1, supra, county staff will make a recommendation to the Transportation Committee of Oconee County Council, which, in turn, will make a recommendation to Oconee County Council as to whether the request for abandonment and closure should be honored or not, and provide the results of the staff investigation to county council for its use and final determination whether the county will consent to such abandonment and closure. Included with the recommendation will be any public comments received and the recommendation(s) of county staff and the transportation committee.

(c)

County council shall then, in public meeting, make a determination as to whether the request for abandonment and closure should be consented to by the County, acting

by and through county council, and shall signify its decision by motion, if such decision be negative, and shall signify its decision by resolution of county council, if such decision be positive.

(d)

If county council consents to the abandonment and closure of a county public road, as addressed herein, the resolution of county council consenting to such abandonment and closure shall state, with particularity, the road, or section thereof, to be closed; the basis for county council's decision to consent to the abandonment and closure of the road; and the absolute requirement that, prior to the road, or portion thereof, in question being closed, the primary private party(ies) in interest (unless the county, itself, is the party requesting the road closure, in which case the county will be the primary party in interest to comply with this section) shall fully comply with all applicable law, including, without limitation, S.C. Code 1976, § 57-9-10, as amended, and shall provide all required notice and service of process. Only upon the meeting of such conditions and the fulfillment of such procedures will the county council consent to such abandonment and closure be considered final, and that shall be stated in such resolution.

(Ord. No. 2010-28, §§ 1—5, 10-19-2010)

STATE OF SOUTH CAROLINA
OCONEE COUNTY

PROCLAMATION P2015-01

**A PROCLAMATION ESTABLISHING FEBRUARY 23, 2015 AS
HONOR OUR WORLD WAR II HEROES DAY**

WHEREAS, President Harry S. Truman signed Proclamation 2714 on December 31, 1946, declaring the cessation of hostilities of World War II, effective at twelve o'clock noon on that day; and

WHEREAS, 38% or 6,332,000 of our U.S. servicemen and all servicewomen were volunteers and 61.2% or 11,535,000 of our U.S. servicemen were draftees; and

WHEREAS, the total of U.S. civilian and military deaths in World War II was 418,500; and

WHEREAS, all our World War II Veterans are heroes whose actions and sacrifices are symbolized in the statue of six U.S. servicemen who helped raise our United States Flag at Mount Suribachi on Iwo Jima in the middle of battle on February 23, 1945; and

WHEREAS, our World War II Veterans who came home and are still with us are Oconee County's true treasures whose stories are priceless seventy years later and will continue to be; and

WHEREAS, we, as a community, need to ensure that our World War II Veterans interact with the youth in our county so that their sacrifices and experiences are known and appreciated.

NOW, THEREFORE, we the Oconee County Council do hereby proclaim February 23, 2015 as **Honor Our World War II Heroes Day**, and urge all our citizens to recognize the World War II Veterans still living in our community, thanking them and learning from their sacrifices.

APPROVED AND ADOPTED this 17TH day of February, 2015.

Wayne McCall
Chairman of County Council

ATTEST:

Elizabeth G. Hulse, Clerk to Council
Oconee County, South Carolina

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 17, 2015

ITEM TITLE:

Procurement #: PO 49624/50044 Change Order #2 Title: Sewer South Project Department: Economic Dev. Amount: \$207,683.00

FINANCIAL IMPACT:



Procurement was approved by Council in Fiscal Year 2014-2015 budget process.

Budget:

\$ 316,365.50

Project Cost:

\$ 314,365.50

Balance:

\$ 2,000 - contingency

Finance Approval: Rodale Price

BACKGROUND DESCRIPTION:

On November 9, 2012, Oconee County entered into a contract with URS Corporation of Greenville, SC, for preliminary engineering services for sewer services to Golden Corner Commerce Park and southern Oconee County. These initial services were \$19,900.00 and did not require Council approval. At the January 22, 2013 meeting Council approved moving forward with this project. Change Order #1 in the amount of \$717,830.00 was approved by Council at the February 5, 2013 meeting. URS has assisted Procurement in issuing and awarding three bids for this project: ITB 13-04 – 10" & 12" Force Main, ITB 13-09 – New 1800 GPM Pump Station and ITB 14-03, Wastewater Treatment Plant Improvements. The Force Main project is complete and the WWTP project will begin in March. This new proposal from URS for Change Order #2 includes Relocation of the Pump Station, Recommendations for Interim No Flow, Redesign of the Electrical Room, Relocate Access Road and Force Main, Grants Administration and additional Construction Administration and Observation services.

SPECIAL CONSIDERATIONS OR CONCERNS:

Under the Request for Proposals #11-19, On Call Professional Engineering Consultant Services, URS Corporation was accepted as qualified to provide General Engineering Services. County Council approved a contract and fee schedule at the March 20, 2012, County Council Meeting.

Note: PO 49624 originally issued to URS was converted to PO 50044 in June of 2013 due to an upgrade in the County's accounting system.

ATTACHMENT(S):

1. URS proposal for Sewer South, dated February 5, 2015

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve Change Order #2 for PO 50044, to URS Corporation of Greenville, SC, to perform general engineering services for the Sewer South Project, per the attached proposal, not to exceed \$207,683.00. This will bring the total cost of the project to a total of \$945,413.00.

Submitted or Prepared By:

Robyn Courtwright
Robyn Courtwright, Procurement Director

Approved for Submittal to Council:

T. Scott Moulder
T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



February 5, 2015

Mr. Scott Maulder
County Administrator
Oconee County
415 S. Pine Street
Walhalla, SC 29691

RE: Proposal for Additional Services for Golden Corner Commerce Park

Dear Mr. Maulder:

URS is pleased to submit this proposed scope for additional services associated with the Golden Corner Commerce Park. Included in this proposal is a brief description of the project, understanding, a proposed scope of services, and associated costs.

Project Understanding:

Oconee County (County) requested a proposal for design services associated with a proposed relocation of the Golden Corner Commerce Park pump station (PS). Tasks included surveying and geotechnical investigations, as well as plans and specifications revisions and other hydraulic and mechanical redesign work. This work was initiated as requested and then stopped at the request of the client when a decision was made to leave the PS in its original location. Client agreed to reimburse URS and subs for costs incurred.

The County is also requesting a proposal for additional services beyond the original scope of services for the project. Expected tasks include investigating low flow scenarios at the pump station, redesigning the electrical room, coordinating with grant funding agencies, and continuing construction observation and administration.

Scope of Services:

It is our understanding that URS is to provide Surveying, Geotechnical, and Consulting Services as requested by the County, and that URS will be compensated on a lump sum basis for Task 1 through 4 and on a time and materials basis for Tasks 5 through 7. The time and material costs will be based on URS's hourly rate schedule defined in the General Engineering Services - IDC with Oconee County and will be billed as not to exceed the lump sum numbers provided herein. The proposed services include the following:

URS Corporation
128 Milton Circle, Gate 100
Greenville, South Carolina 29607
Tel: 864-606-3111
Fax: 864-609-8889
www.urscorp.com

Task 1 – Relocate Pump Station

In response to the County’s request to relocate the pump station, URS performed the following work:

- A. Coordinated a topographic survey of the new proposed pump station location at Golden Corner Commerce Park. This survey located items crucial to the design such as existing utilities, storm drainage, right of way, etc.
- B. Coordinated with a local geotechnical investigation firm in order to gather geotechnical information at the new proposed pump station site. Preliminary design and planning work was completed but the efforts were stopped before any onsite investigation was performed.
- C. Preliminary engineering efforts including correspondence and coordination of surveying and geotechnical investigation and preliminary hydraulic re-evaluation.

Task 1 Compensation (Lump Sum)..... \$ 9,980.00

Task 2 – Recommendations for Interim No Flow

To address the potentialities of no- and low-flow scenarios at the Golden Corner Commerce Park pump station, URS will evaluate available strategies to keep the pump station operational during both short-term low-flow conditions through future high-flow buildout conditions. Evaluated strategies will be presented to the County in a technical memorandum.

Task 2 Compensation (Lump Sum)..... \$ 6,660.00

Task 3 – Redesign Electrical Room

In response to the City of Seneca’s request, URS will redesign structural, mechanical, and electrical components of the electrical room in order to accommodate future, larger variable frequency drives and other related equipment and appurtenances.

Task 3 Compensation (Lump Sum)..... \$ 6,900.00

Task 4 – Relocate Access Road and Force Main

In response to the County’s request to relocate the permanent access road and force main, URS will provide an updated site plan for the pump station project. The updated site plan will show the new access road alignment following along the southwestern boundary of the park property; the new force main alignment paralleling the access road; and any necessary changes and additions to yard piping, fence and gate placements, casing pipes, etc, affected by the new road alignment. This design assumes that the access road will be installed as a standard width gravel roadway and that the Contractor will be able to field install the access road using the alignment and minimum/maximum slope, soil compaction, and drainage parameters provided by URS. Asphalt design, slope and cross section profiles, and stormwater drainage calculations will not be provided as part of this design.

Task 4 Compensation (Lump Sum)..... \$ 10,625.00

Task 5 – Grants Administration

URS will coordinate project plans and expected timeline with the Appalachian Council of Governments (ACOG) – grants administrator for the County. URS will continue to communicate with EPA directly. URS will coordinate the monthly and quarterly communication with TVA. Expected tasks would be items needed for coordination, documentation and reporting such as such as email, phone, plan submittals, etc.

Task 5 Compensation (Not to Exceed)..... \$ 3,015.00

Task 6 – Construction Administration Beyond 12 Months (Est. 39 Weeks)

URS will assist the County during an expected 9-month construction phase of the Project extending beyond the original 12-month schedule by continuing to provide various administrative services as listed originally:

- A. Schedule and conduct a pre-construction meeting prepare and distribute meeting minutes to all attendees.
- B. Submit progress reports as required by the County or other responsible agency.
- C. Prepare and submit proposed change orders to the County for approval.
- D. Review the contractor's periodic requests for payment and make recommendations to the County concerning payments to the contractor.
- E. Following completion of construction activities, URS will prepare a submittal package in order for the Owner to obtain SCDHEC approval to place system into operation. URS will prepare a final summary change order to reflect final installed quantities to be coordinated with the final contractor pay request.

Task 6 Compensation (Not to Exceed)..... \$ 29,263.00

Task 7 – Construction Observation Beyond 12 Months (Est. 39 Weeks)

URS will act as the Owner’s representative during an expected 9-month construction phase of the Project extending beyond the original 12-month schedule. URS and the Owner will continue to jointly decide questions which may arise as to quality and acceptability of materials furnished and work performed by the contractor. During this period, URS will continue to provide various observation services as listed originally:

- A. URS will make visits to the site at intervals appropriate to the various stages of construction as the URS deems necessary in order to observe the progress and quality of the various aspects of the contractor's work. URS will devote an average of 40 hours per week to construction observation services which will include on-site observation, on-site meetings, travel, and observation report writing.
- B. The purpose of URS's visits to the site will be to enable URS to provide the Owner a greater degree of confidence that the completed work of the contractor conforms generally to the project plans and specifications and that the integrity of the design

concept as reflected in the Project plans and specifications has been implemented and preserved by the contractor. URS shall not, during such visits or as a result of such observations of the contractor's work, supervise, direct or have control over the contractor's work nor shall URS have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the contractor, for safety precautions and programs incident to the work of the contractor or for any failure of the contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the contractor furnishing or performing its work.

- C. URS can neither guarantee the performance of the construction contracts by the contractor nor assume responsibility for the contractor's failure to furnish and perform its work in accordance with the contract documents.

Task 7 Compensation (Not to Exceed)..... \$ 141,240.00

We look forward to continuing to work with you on this project and appreciate the opportunity to provide our proposal. If you have any questions regarding the above information, please do not hesitate to contact us.

Very truly yours,

URS Corporation



Erica A. Huggins, P.E.

Branch Manager / Senior Project Manager

Golden Corner Commerce Park
 Proposal for Additional Services for GCCP
 URS Corporation - Civil Services Labor Breakdown
 February 5, 2015

Personnel	Billing Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Total Hours	Total Labor Cost
		Selective Pump Station	Recommendations for Intermittent Flow	Redesign Electrical Room	Relocate Access Road and Force Main	Grants Administration	Construction Administration Services 12 Months	Construction Observation Beyond 12 Months		
Senior Project Manager	\$170	10	10	2		2	65		89	\$14,820
Project Manager	\$740		15	40	25				80	\$59,200
Project Engineer	\$410	10	15	5	30	20	100		180	\$73,800
CADD	\$90			5	40				45	\$4,050
Electrical Consultant	\$230			32			18		50	\$11,500
Project Representative	\$80	0			50		51	1560	1,661	\$132,880
Administrative Services	\$75	4			5	5	8	6	28	\$2,100
Total Hours		34	25	84	105	27	290	1566	2,081	
Total Labor Cost		\$5,740	\$6,660	\$6,800	\$10,625	\$2,925	\$26,515	\$128,250	-	\$186,105
Total Expenses		\$5,740	\$0	\$100	\$0	\$100	\$2,748	\$15,990	-	\$22,578
Total Cost		\$9,380	\$6,660	\$6,900	\$10,625	\$3,025	\$29,263	\$144,240		\$207,683

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Faiola, John A.	1								x	July 2014
Lockhart, Raymond	1					x	x		x	July 2014
Marcengill, Richard	2	Yes				x	x			December 2014
Blair, Gene	5	Yes		x		x	x		x	August 2014
Jimenez, Jennie	5						x	x	x	December 2013
Walker, William	5						x			July 2014

Questionnaires are maintained on file for one year then removed from consideration unless updated by candidate.

Areas of Interest (please check one or more)

Board/Commissions Applicable to Interests

Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavioral Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Board of Zoning Appeals
Planning Activities	Appalachian Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisory Committee Conservation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission Library Board
Tourism & Recreation	Arts & Historical Commission Parks, Recreation & Tourism Commission Scenic Highway Committee



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps (DX-At Large)	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Camrnick	Wayne McCall	Paul Cain	Joel Thrift	Reg Dexter				
							2010-2014	2013-2016	2010-2014	2013-2016	2013-2016	2010-2014	2013-2016		
							District I	District II	District III	District IV	District V	At Large	At Large		
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Dan Schmeidt [2]	Ronald Chiles [1]	A. Brightwell [1]	Michael Gray [1]		
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Belle Boteman [1]	Luther Lyle [2]	Mariam Noorai [1]	Barbara Waters [2]	H. Richardson [2]	Amber Lange [1]	Jean Dobson [2]		
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Allen Medford [2]	Sammy Lee [2]	Bill Gilster [1]	Marty McKee [2]	Dick Hughes [2]	Berry Nichols [2]	Paul Reckert [2]		
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [1]	Mike Willimon [2]	Harry Tollison [2]				
Conservation Bank Board	2-381	Appointed by Category		2X	YES	Jan - March	Shea Airey [2]	Andy Lee [2]	Rocky Nation [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Glenn Buddin [1]		
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Brian Greer [2], Rosemary Balles [2], JoAnnie Blake [2]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			Dave Lavore [1]		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Allen D. Boggs [1]	Staley Powell [1]		
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	Daniel Day [2], Ellis Hughes [2], B. Hetherington [1], H. McPheeters [1], A. Champion [3], K. Holleman [2]				William Caster [2], Maria Jacobson [2], Marie McMahan [2]				
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	C. W. Richards	David Owensby	Bud Chidress	Ryan Honea	Gwen McPhail	John Lyle		
Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1]							BHS contacts Council w/ recommendations when seats open	
Capital Project Advisory Committee	2-391	CC, PC, Intra, 2 @ La	NO	3X	1 yr	January	Council Representative Wayne McCall, Planning Commission GMcPhail [1], Infrastructure Advisory Representative Bwinchester [1]					Randy Abbott [1]	Frankie Pearson [1]		
Infrastructure Advisory Commission	34-1	N/A	NO	N/A	NO	January	Council Representative Appointed Annually								
Ocoee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually								
Ocoee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually								
Ten At The Top (TATT)				NO	NO	January	Council Representative Appointed Annually								
ACOG BOD				N/A	NO	January	Council Rep: CC CHAIR or designee [yearly]; 2-yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham								
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open								

[#] - denotes term; [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED.
 Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

NOTICE OF PUBLIC HEARING

There will be a public hearing for Ordinance 2014-33 with respect to the approval by Oconee County, South Carolina of a fee-in-lieu-of-tax agreement ("FILOT"). The FILOT will be entered into by Oconee County with ITT Enidine Inc. ITT Enidine Inc's facility is located at 105 Commerce Way Westminster, South Carolina. Said public hearings will occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, February 17, 2015 at 6:00 p.m.

OCONEE COUNTY

SOUTH CAROLINA

Wayne McCall

Chairman of County Council

NOTICE OF PUBLIC HEARING

There will be a public hearing on Ordinance No. 2015-05 with respect to the approval by Oconee County, South Carolina of the amendment of a fee-in-lieu-of-tax agreement. The Second Amended Fee Agreement will be entered into by Oconee County with Greenfield Industries, Inc., TDC Clemson Land Company, LLC, Greentech Metal Recycling, LLC, TDC Saws, LLC and TDC Greenfield Properties LLC. The Greenfield Industries, Inc. facility is located at 2501 Davis Creek Road Seneca, South Carolina. Said public hearing is to occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, February 17, 2015 at 6:00 p.m.

OCONEE COUNTY

SOUTH CAROLINA

Wayne McCall

Chairman of County Council